

FINANCING STATEMENT & SECURITY AGREEMENT

Debtors (last name first) and addresses	Secured Party(ies) and addresses	For Filing Officer
The Omaha, Lincoln & Beatrice Railway Company 1815 "Y" Street Lincoln, Nebraska 68508	First National Bank & Trust Company of Lincoln P.O. Box 81008 Lincoln, Nebraska 68501	RECORDATION NO 7639 Seal 10/4 INLAND REVENUE COMMISSION

Debtor, whether one or more, for consideration, hereby grants to Secured Party a security interest in the following property and any and all increase, additions, accessions and substitutions thereto or therefore (hereinafter called the Collateral): 67 - 80 ton railroad hopper cars, serial numbers OL & B RR Co. : 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167.

If marked here ☐ Debtor grants a security interest in all similar property owned by Debtor during the time the obligations are outstanding, although such property may be acquired or be natural increase after the date hereof.

If marked here ☒ the security interest shall attach to a product and proceeds of collateral, but secured party does not hereby consent to the sale of the collateral.

If marked here ☐ Debtor shall, so long as no event of default has occurred, have the right in the regular course of business, to process and sell inventory and farm products only, but the security interest shall attach to all product and proceeds of all Collateral.

If any of the collateral has been attached to or is to be attached to real estate, or if the Collateral includes crops or oil, gas or minerals to be extracted or timber to be cut, a description of the real estate is as follows:

and the name of the record owner of the real estate is.....

Debtor warrants that unless marked otherwise the Collateral is used or being bought primarily for personal, family or household purposes; but if marked here, ☐ for farming operations, if marked here ☒ for business operations, and if marked here ☐ the Collateral is being acquired with the proceeds of the note or notes, which Secured Party may disburse directly to the seller of the Collateral.

This and all allied instruments are executed to secure payment of the indebtedness evidenced by a certain promissory note... of even date herewith payable to Secured Party, or order, as follows:

A note in the amount of \$300,000 payable according to the terms therein stated.

together with the covenants in this agreement, such additional sums as may at the option of the Secured Party be advanced to Debtor, such advances as shall be made by Secured Party under this agreement for the protection of the Collateral, any and all other amounts as shall in any manner be due from Debtor to Secured Party and all costs and expenses incurred in the collection of same and enforcement of rights of Secured Party hereunder, all of the foregoing being collectively called the Obligations.

DEBTOR AGREES THAT HE HAS READ THIS AGREEMENT AND THAT THIS AGREEMENT INCLUDES AND IS SUBJECT TO, THE ADDITIONAL PROVISIONS SET FORTH BELOW AND ON THE REVERSE SIDE HEREOF. THE SAME BEING INCORPORATED HEREIN BY REFERENCE.

Executed this 13th day of August, 1974

FIRST NATIONAL BANK & TRUST
COMPANY OF LINCOLN, Lincoln, Nebraska
Secured Party

OMAHA, LINCOLN, & BEATRICE RAILWAY
COMPANY
Debtor

By David L. Patrick
Senior Vice President
(over)

By C. W. Hansen Secretary
Debtor

ADDITIONAL PROVISIONS

DEBTOR WARRANTS AND COVENANTS: (1) That except for the security interest granted hereby Debtor is, or to the extent that this agreement states that the Collateral is to be acquired after the date hereof, will be, the owner of the Collateral free from any adverse lien, security interest or encumbrance; and that Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein. (2) That no financing statement covering the Collateral or any proceeds thereof is on file in any public office and that at the request of Secured Party, Debtor will join with Secured Party in executing one or more financing statements pursuant to the Nebraska Uniform Commercial Code in form satisfactory to Secured Party and will pay the cost of filing such financing statement, this security agreement and any continuation or termination statement, in all public offices wherever filing is deemed by Secured Party to be necessary or desirable; and if the Collateral is attached to real estate prior to the perfection of the security interest granted hereby or if the Collateral includes crops or oil, gas or minerals to be extracted or timber to be cut, Debtor will, on demand of Secured Party, furnish Secured Party with a disclaimer or disclaimers or subordination agreement signed by all persons having an interest in the real estate, disclaiming or subordinating any interest in the Collateral which is prior to the interest of Secured Party. (3) Not to sell, transfer or dispose of the Collateral, nor take the same or attempt to take the same from the county where kept as above stated, without the prior written consent of the Secured Party. (4) To pay all taxes and assessments of every nature which may be levied or assessed against the Collateral. (5) Not to permit or allow any adverse lien, security interest or encumbrance whatsoever upon the Collateral, and not to permit the same to be attached or replevined. (6) That the Collateral is in good condition, and that he will at his own expense, keep the same in good condition and from time to time, forthwith, replace and repair all such parts of the Collateral as may be broken, worn out or damaged without allowing any lien to be created upon the Collateral on account of such replacement or repairs, and that the Secured Party may examine and inspect the Collateral at any time, wherever located. (7) That he will at his own expense keep the Collateral insured in a company satisfactory to Secured Party against loss, as appropriate, by theft, collision, fire and extended coverage, with loss payable to Secured Party as its interest may appear, and will on demand deliver said policies of insurance or furnish proof of such insurance to Secured Party. (8) At its option Secured Party may procure such insurance, discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral and may pay for the repair of any damage or injury to or for the preservation and maintenance of the Collateral. Debtor agrees to reimburse Secured Party on demand for any payment or expense incurred by Secured Party pursuant to the foregoing authorization. Until such reimbursement, the amount of any such payment, with interest at the rate of 9% per annum from date of payment until reimbursement, shall be added to the indebtedness owed by Debtor and shall be secured by this agreement. (9) That he will not use the Collateral in violation of any applicable statute, regulation or ordinance and if any of the Collateral is motor vehicles the same will not be rented, used in rental service nor in any speed or endurance contest. (10) Debtor will pay Secured Party any and all costs and expenses incurred in recovering possession of the Collateral and incurred in enforcing this security agreement, and the same shall be secured by this security agreement.

UNTIL DEFAULT Debtor may have possession of the Collateral and use it in any lawful manner not inconsistent with this agreement and not inconsistent with any policy of insurance thereon, and upon default Secured Party shall have the immediate right to the possession of the Collateral.

DEBTOR SHALL BE IN DEFAULT under this agreement upon the happening of any of the following events or conditions: (1) default in the payment of performance of any obligation, covenant or liability contained or referred to herein or in any note evidencing the same; (2) any warranty, representation or statement made or furnished to Secured Party by or on behalf of Debtor proves to have been false in any material respect when made or furnished; (3) any event which results in the acceleration of the maturity of the indebtedness of Debtor to others under any indenture, agreement or undertaking; (4) loss, theft, damage, destruction sale or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon; (5) death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor.

UPON SUCH DEFAULT and at any time thereafter, or if it deems itself insecure, Secured Party may declare all Obligations secured hereby immediately due and payable and shall have the remedies of a secured party under the Nebraska Uniform Commercial Code. Secured Party may require Debtor to assemble the Collateral and deliver or make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Debtor shown at the beginning of this agreement at least five days before the time of the sale or disposition.

No waiver by Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion. The taking of this security agreement shall not waive or impair any other security said Secured Party may have or hereafter acquire for the payment of the above indebtedness, nor shall the taking of any such additional security waive or impair this security agreement; but said Secured Party may resort to any security it may have in the order it may deem proper, and notwithstanding any collateral security, Secured Party shall retain its rights of setoff against Debtor.

All rights of Secured Party hereunder shall inure to the benefit of its successors and assigns; and all promises and duties of Debtor shall bind his heirs, executors or administrators or his or its successors or assigns. If there be more than one Debtor, their liabilities hereunder shall be joint and several.

This agreement shall become effective when it is signed by Debtor.

State of Nebraska

County of Lancaster ss:

On this 13th day of August, 1974, before me personally appeared C. W. HANSEN, to me personally known, who being by me duly sworn, says that he is the Secretary of OMAHA, LINCOLN & BEATRICE RAILWAY COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

E. C. Chicoine
GENERAL NOTARIAL
SEAL
STATE OF NEBRASKA
COMMISSION EXPIRES
January 18, 1977

E. C. Chicoine
Notary

My commission expires _____